

TOWN OF SCITUATE, MASSACHUSETTS

MAINTENANCE CONTRACT FOR WIDOW'S WALK GOLF COURSE



REQUEST FOR PROPOSAL **PROFESSIONAL GOLF COURSE MAINTENANCE OF WIDOW'S WALK GOLF COURSE** ***REQUEST FOR PROPOSAL***

Proposal Submittal Date: Friday, December 13, 2013 at 10:00 a.m. EST
Mandatory Pre-Proposal Meeting: Monday, December 2, 2013 at 11:00 a.m.

November 15, 2013

Notice of Request for Proposal

TO PROVIDE PROFESSIONAL SERVICES:

PROFESSIONAL GOLF COURSE MAINTENANCE OF WIDOW'S WALK GOLF COURSE

(Faxed Proposals Shall Not Be Accepted)

Date: November 15, 2013

The Town of Scituate, MA is soliciting proposals for the Professional Golf Course Maintenance of the Widow's Walk Golf Course by a private operator under a three (3) year contract, beginning January 1, 2014, through December 31, 2016 with an additional (2) option years available at the sole discretion of the Town of Scituate.

Proposal documents may be obtained on the Town's website at www.scituatema.gov or at the Office of the Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA 02066 until Thursday, **December 5, 2013**. Questions on this RFP will be accepted and responded to until 11:00 a.m. EST on Friday, December 6, 2013.

A mandatory pre-proposal meeting and site visit is scheduled on **Monday, December 2, 2013 at 11:00 a.m.** Interested parties will meet at the pro shop of the Widow's Walk Golf Course, 250 Driftway, Scituate, MA.

This proposal has been issued by the authority granted to the Town by Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

Proposals must be submitted in separate sealed envelopes, one containing four (4) copies of the non-price technical proposal marked "RFP - Technical Proposal - Professional Golf Course Maintenance for Widow's Walk Golf Course" and one envelope containing one (1) copy of the price proposal marked "RFP - Price Proposal - Professional Golf Course Maintenance for Widow's Walk Golf Course. " The name of the proposer shall be included on both envelopes.

Both envelopes must be received by Patricia A. Vinchesi, Town Administrator & Chief Procurement Officer, Town of Scituate, MA, 600 Chief Justice Cushing Highway, Scituate, MA 02066 prior to 10:00 a.m. Friday, December 13, 2013. In the event that Town Hall is closed bids will be accepted on Monday, December 16, 2013 until 11:00 a.m. EST.

IMPORTANT

Each respondent to this RFP must ensure that in their Technical Proposal they acknowledge they have received any and all Addenda for this RFP.

RULE FOR AWARD

The Chief Procurement Officer has determined that in order to select the most advantageous offer to maintain the Widow's Walk Golf Course, evaluation criteria set forth in this request for proposals must be considered in addition to price. It is essential that the Town of Scituate retain the services of a maintenance firm with adequate background to provide Professional Golf Course Maintenance to the Scituate Golf Course so that the residents of Scituate will be assured they will be provided a golf facility that is expertly maintained. Therefore, the RFP process will enable the Town to provide higher ratings to maintenance firms whose experience in public golf course maintenance and whose key personnel have more than the minimally adequate number of years of experience in the maintenance of public golf courses.

The successful proposer must demonstrate the ability to deliver services that adhere to the specifications outlined in this document, and provide references as to where similar services have been successfully provided. The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal taking into consideration both the results of the comparative evaluation and price. The Town of Scituate reserves the right to reject any and all proposals as determined to be in the best interests of the Town.

Patricia A. Vinchesi

Town Administrator & Chief Procurement Officer

**TOWN OF SCITUATE, MASSACHUSETTS
REQUEST FOR PROPOSALS
PROFESSIONAL GOLF COURSE MAINTENANCE CONTRACT
WIDOW'S WALK GOLF COURSE**

LEGAL NOTICE

Pursuant to Massachusetts General Laws Chapter 30B, the Town of Scituate, acting through its Board of Selectmen, will accept various sealed proposals for the Professional Golf Course Maintenance contract for Widow's Walk Golf Course beginning January 1, 2014.

The Request for Proposal (RFP) may be obtained by contacting the Office of the Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA 02066, and (781-545-8741) or on the Town's website at www.scituatema.gov. The last day to obtain the RFP is Thursday, December 5, 2013.

Sealed bids must be received no later than 10:00 AM on Friday, December 13, 2013 by Patricia A. Vinchesi Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA 02066.

A mandatory pre-proposal meeting and site visit is scheduled on **Monday**, December 2, 2013 at 11:00 a.m. Interested parties will meet at the maintenance facility (clubhouse) of the Widow's Walk Golf Course, 250 Driftway, Scituate, MA. Questions on this RFP will be accepted and responded to until 11:00 a.m. EST on Friday, December 6, 2013.

The Board of Selectmen as awarding authority may reject any or all bids, or waive minor errors or omissions, if it is in the best interest of the Town to do so. The contract will be awarded to the most advantageous bidder that meets all the criteria specified in the RFP.

The Town of Scituate, MA is an Affirmative Action/Equal Opportunity Employer. Minority and women-owned businesses are encouraged to respond.

The deadline for submittal of all sealed bids is, Friday, December 13, 2013 at 10:00 a.m. EST. In the event that Town Hall is closed bids will be accepted on Monday, December 16, 2013 until 11:00 a.m. All inquiries and requests for additional information should be directed to: Patricia A. Vinchesi, Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA 02066 (781)545-8741 or at pvinchesi@scituatema.gov.

BOARD OF SELECTMEN
TOWN OF SCITUATE

Shawn Harris, Chairman

CHIEF PROCUREMENT OFFICER
TOWN OF SCITUATE

Patricia A. Vinchesi

SECTION 1 - GENERAL INFORMATION

ADVERTISEMENT FOR PROPOSALS

The Town of Scituate, Massachusetts (hereinafter “Town”), acting by and through its Board of Selectmen and the Chief Procurement Officer, will receive sealed Proposals for the Professional Golf Course Maintenance of the Town’s golf facility – Widow’s Walk Golf Course.

Sealed Proposals must be submitted on or before 10:00 a.m. EST, Friday, December 13, 2013 to:

Patricia A. Vinchesi
Town Administrator
Town of Scituate
600 Chief Justice Cushing Highway
Scituate, MA 02066

The Proposals will not become public until after the review process has been completed by the Town. Proposals received after the specified submission time will not be accepted. Sealed envelopes containing Proposal Forms must be clearly marked in accordance with the Instructions to Proposers.

Completed bid forms with all required materials must be submitted with all Proposer responses. A bid bond in the amount of five percent (5%) of the sum value of the initial first year of the contract will be required.

A Performance Bond in the amount of ten (10%) of proposal will be required of the successful bidder upon execution of the Agreement.

Complete instructions for filing Proposals are included in Section II - Instructions to Proposers.

This Request for Proposals (RFP) is being administered under the provisions of Chapter 30B of the Massachusetts General Laws.

The Town reserves the right to waive any informalities or to reject any and all Proposals if it deems it to be in the public interest to do so. The successful bidder will be required to hold its pricing firm for a period of ninety (90) days.

Widow's Walk Golf Course Professional Golf Course Maintenance Contract Request for Proposals

All Proposers are directed to review the *Guidelines for Maintenance of Widow's Walk Golf Course* included herein to become generally familiar with the current maintenance of the course.

BACKGROUND INFORMATION

The Widow's Walk Golf Course is located at 250 Driftway in Scituate, Massachusetts. The Town of Scituate is located 26 miles south of Boston, in Plymouth County along the coast. The Town has a year-round population of 18,000 and a summer population of 30,000. With seven miles of coastline, Scituate has five beaches, one public and two private golf courses, and extensive conservation, walking and bike trails.

Widow's Walk Golf Course is a municipally owned 18-hole course. The course opened in June of 1997 and was designed by Michael Hurdzan. The course is currently managed by the Town of Scituate. The maintenance contract with International Golf Maintenance (IGM) is in its final option year of a five year contract. A food & beverage contract with Jamie Miller is in place and has one year and two option years available at the sole discretion of the Town of Scituate.

The Widow's Walk Golf Course was the first environmental golf course. The course contains a little more than 120 acres. The parcel was acquired from Boston Sand and Gravel in 1975 and was part of several other parcels acquired by the Town.

The course was constructed at a cost of \$4,700,000.00 and the bond will be fully satisfied in 2017.

The maintenance contract has been awarded to IGM after competitive bidding since 1999. The most current contract is for three years with two additional years at the Town's sole option. The Town invoked its option for both years four and five. The calendar 2013 contract amount is \$477,000. The average contract amount for term annualized is \$459,102.

The golf course also has a clubhouse with pro shop, and Bar and Grille built in 1997. The size of the clubhouse limits larger functions and outings and this has been a drawback in recent years. Despite this, the course has been in the black despite significant downturns in the economy and subsequently golf industry.

Revenue from greens fees, carts, season passes and merchandise have been consistent the past three years. Golf fees are reviewed each year for competitiveness with surrounding courses.

Annual fees and passes for Widow's Walk if warranted, are voted by the Scituate Board of Selectmen with recommendations provided by the Golf Director and Town Administrator.

The Proposer will provide all services and tasks described herein at a specified annual cost to be

paid to the Contractor by the Town. The Town shall not be liable for any additional costs incurred by the Contractor's actual costs in providing the required services.

OVERALL SCOPE OF SERVICES

The Town of Scituate is soliciting proposals for Professional Golf Course Maintenance of the Town's 18-hole municipal golf course for a three (3) year period beginning January 1, 2014 and ending December 31, 2016 with two (2) one year options to renew at the sole discretion of the TOWN. The scope of services to be performed herein consists of the Professional Golf Course Maintenance of the town-owned Widow's Walk Golf Course, a public golf course consisting of an 18-hole championship regulation length golf course.

The Contractor will be responsible for all necessary licenses and permits required by any agency in carrying out the specifications set forth herein.

It is understood that all proposals are based on accepting Widow's Walk Golf Course "as is." Prospective Contractors may view the course during the mandatory pre-proposal meeting scheduled for Monday, December 2, 2013 at 11:00 a.m. EST.

SECTION II - INSTRUCTIONS TO PROPOSERS

ARTICLE 1 - PROPOSER'S REPRESENTATION

Each Proposer by making a Proposal represents that:

- The Proposer has read and understands the RFP and associated documents, and the Proposal is made in accordance therewith.
- The Proposer has visited the golf course and is familiar with the conditions under which any Contract is to be performed.
- The Proposer is familiar with Federal, State, and Local laws, ordinances, rules and regulations that may in any manner affect cost of services under or performance of any Contract.
- The Proposer agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of any Contract. The Contract Documents will include this Request for Proposals and any addenda issued.

ARTICLE 2 - INTERPRETATION

- Proposers shall promptly notify the Town Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP, or other conditions which the Contract is to be performed.
- Proposers requiring clarification or interpretation shall make a written request to the Town Administrator at least seven (7) days before the date herein set for the submission

of Proposals.

- Interpretations, corrections, or changes in the RFP will be made by written addendum. Neither the Town, the Scituate Board of Selectmen, nor the Town Administrator will be responsible for any oral instructions.
- Addendum will be provided by the Town Administrator via regular mail or by e-mail to every individual or firm on record as having received an RFP.
- Copies of all addenda can be examined at the same location listed in the Legal Notice Advertisement For Proposals.

ARTICLE 3 - PREPARATION OF PROPOSALS

- Each Price Proposal shall be submitted on the Price Proposal Forms provided with this RFP. All blank spaces for Proposal prices must be filled in completely. Any Proposal which contains blank spaces for Proposal shall be rejected. Price Proposal Forms shall be completed in ink or by typewriter. **The Price Proposal Form shall be submitted in a separate sealed envelope clearly marked “Widow’s Walk Golf Course Professional Golf Course Maintenance Contract Price Proposal Form.” Failure to submit a separate Price Proposal Form from the remaining submitted materials will disqualify a Proposer and its Proposal will be rejected.**
- Four (4) copies of the Non-Price Proposal and Qualifications Form shall be enclosed in a separate sealed envelope which is plainly marked on the outside with the name and address of Proposer, the words **“Widow’s Walk Professional Golf Course Maintenance Contract Non-Price Proposal.”**
- Proposals by corporations shall be executed in the corporate name by the president (or other corporation officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- All names shall be typed or printed below the signature.
- If the Proposal is submitted by mail, the separately sealed Price and Non-Price Proposal envelopes must be clearly marked and enclosed within an outer mailing envelope. The outer envelope shall display a notation “Price and Non-Price Proposal Forms Enclosed” on the face thereof.
- Date and time for receipt of Proposals is set forth in the Legal Notice Advertisement for Proposals (included).

- Timely delivery of Proposals at the location designated shall be the full responsibility of the Proposers.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- Any bid may be withdrawn by the Proposer or his duly authorized representative by written notice received by the Town at the address for receipt of bids specified in the Request for Proposal prior to the time scheduled for the opening of such bids or authorized postponement thereof. No telephone or telegraphic bid, change in bid, or withdrawal of bid will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for opening bids.
- Any Proposals received after the time and date specified shall not be considered. No Proposer may withdraw his Proposal for a period of ninety (90) days after the actual date of submission thereof.
- All proposals must be made on the provided proposal forms where required. Additional supplemental information can be provided by proposers at their discretion. All blank spaces for proposal prices must be filled in with ink or typewritten both in digits and handwritten.
- Bids are to be submitted in two sealed envelopes each clearly marked:

Widow's Walk Professional Golf Course Maintenance Contract NON-PRICE PROPOSAL

and

Widow's Walk Professional Golf Course Maintenance Contract PRICE PROPOSAL

Each envelope should contain the following material clearly outlined and identified as follows:

Envelope 1. NON PRICE PROPOSAL. Proposals should be marked **Widow's Walk Professional Golf Course Maintenance Contract NON PRICE PROPOSAL** and include a description of Proposer's Qualifications including but not limited to:

- Entity name, address, and contact information
- Entity's background, and experience in golf course maintenance
- Key personnel of the entity
- Staff assigned to the course maintenance and experience
- Entity's credit (vendor/lender) references and contact information
- Complete listing of all courses maintained in the past 15 years, including:

1. A description of the maintenance contracts, including
 - a. length of contracted term
 - b. length of actual term
 - c. approximate dollar value of the contract over the term
2. Areas of responsibility under the contract, and
3. Ownership references and phone numbers at each project

- G. Insurance coverage
- H. Evidence of the entity's financial ability to meet the terms of the maintenance contract.
- I. Entity's work plan to be undertaken to meet the specified requirements of this RFP.
- J. Certificate of Non-Collusion (included)
- K. "REAP" Certification (included)
- L. Certificate as to Corporate Proposers (included)
- M. Copy of Pesticide Applicator's License

Envelope II. PRICE PROPOSAL. Proposals should be marked **Widow's Walk Professional Golf Course Maintenance Contract PRICE PROPOSAL** and include but not limited to the following:

- A. Term of Agreement
- B. Options for Renewal
- C. Basis for which maintenance fee will be paid
- D. Description of improvements to and/or maintenance of turf quality
- E. Overall staffing plan
- F. Method and detail of monthly reporting to the Town to detail maintenance plan and turf quality.
- G. Requirements of the contractor for the Town of Scituate
- H. Bid Bond

4.8 ADDITIONAL SUBMITTAL REQUIREMENTS

Bid Deposit

Each bid shall be accompanied by a bid deposit in the form of a bid bond, cash, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Scituate. The amount of such bid deposit shall be five percent (5%) of the sum value of the bid for the initial first year of the contract.

Bid deposits, except those of the three lowest responsible and eligible bidders shall be returned within ten (10) business days after the bid opening. When the Contract is executed, the bid deposits of the remaining bidders will be returned.

Certificate of Non-Collusion

Each bidder shall execute an affidavit on the bid form provided, to the effect that the bid is in all respects bona fide, fair and made without collusion or fraud with any person. As used in this

paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Failure on the part of the bidder to observe this provision shall be cause for rejection of this bid.

“REAP” certification

Each bidder shall execute an affidavit, substantially in the form provided with the bid proposal form, to the effect that, pursuant to M.G.L., C. 62C, S. 49A, he or she has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Failure on the bidder to observe this provision shall be cause for rejection of this bid.

ARTICLE 5 – AWARD

This proposal is solicited and will be awarded pursuant to the provisions of Massachusetts General Laws Chapter 30B as amended and supplemented. Whenever the requirements of this RFP are inconsistent with or prohibited by Chapter 30B, Chapter 30B shall prevail.

The award of any contract will be made by the Board of Selectmen after review and non-binding recommendations provided by the Town Administrator and Golf Director after a review of proposals.

The contract will be awarded to the Proposer submitting a Non Price Proposal that is fully responsive to this RFP, each contractor’s qualifications to perform the services and each Price Proposal’s merits and relative price.

- The Professional Golf Course Maintenance Contract will be awarded to the qualified, responsible and responsive Proposer with the most advantageous proposal, *taking into consideration price and the evaluation criteria in this RFP*, as determined by the Board of Selectmen and Town Administrator. The Town, in its sole judgment, reserves the right to reject any and all Proposals if it deems to be in the public interest to do so. A Proposal which includes for any year a Proposal price that is abnormally low or high may be rejected for not demonstrating an adequate understanding of the contract requirements. Any Proposal which is not prepared and submitted in accordance with all requirements of the Proposal documents, or which contains erasures, alterations, additions, errors or irregularities of any kind may be rejected. The Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived. The Town reserves the right to deem any such omission which is not an omission of substance as an informality for which such Proposal will be rejected, and to subsequently receive such information or data prior to award of the contract.
- As used herein, the term “qualified, responsible and responsive Proposer” shall be defined as Proposer who has demonstrated the skill, ability (financial and otherwise), integrity and reliability necessary to the faithful performance of the Professional Golf Course Maintenance Contract, and who has submitted a proposal which conforms in all respects to

the RFP. Therefore the lowest price Proposer **may not** necessarily be awarded the Contract. Specific minimum Proposer qualifications are set out in this Request for Proposal under the Proposer Qualifications Form.

- Any award made is expected to be made within ninety (90) days after submission of Proposals in a notification sent by registered mail. If the Proposer to whom the award is made fails to execute a Contract and return it to the Town within ten (10) days, the Town may, at its option, determine that said Proposer has abandoned the Professional Golf Course Maintenance Contract, and an award may then be made to the next recommended Proposer.

ARTICLE 6 - BONDS

A Performance Bond in the amount of 10% of Proposal will be required within thirty (30) days upon execution of a contract with the successful Proposer. Bond premiums must be paid for by the successful Proposer. Bonds must be obtained from a surety company qualified to do business within the Commonwealth of Massachusetts and satisfactory to the Town. If a Proposer fails to furnish the bonds required, any Contract executed in reliance upon the furnishing of such bonds shall be null and void.

ARTICLE 7 - INSURANCE CERTIFICATES

Insurance certificates indicating coverage for public liability, property damage, and worker's compensation insurance, in accordance with Contract requirements, must be filed by the successful Proposer within thirty (30) days upon the signing of any Contract. The Town shall be named as an additional insured in all policies held by Proposer. Certificates shall be from insurance companies qualified to do business in the Commonwealth of Massachusetts and in a form satisfactory to Town Counsel in his sole judgment.

ARTICLE 8 – PROFESSIONAL GOLF COURSE MAINTENANCE CONTRACT MINIMUM CRITERIA

1. The prospective contractor must have the specified requisite background and experience in the Professional Golf Course Maintenance of golf courses as per these specifications. The contractor shall provide as part of this submission a list of all contracts where it has provided Professional Golf Course Maintenance services within the previous five (5) years. Contracts for capital improvements or repairs on golf courses will not be considered as fulfilling the experience requirements. This list to include: golf course names, dates in which the contract was held, address and contact phone numbers of person to whom the contractor reported to. This listing of courses shall be used as a means to, not only determine the contractors expertise in the area of golf course maintenance, but further as a listing of clients that may be called as reference. Use Submittal Form B. Attach additional

- sheets as necessary.
2. The prospective contractor must have a minimum of fifteen (15) years' experience in the successful execution of maintenance contracts at regulation length 18-hole golf courses.
 3. The prospective contractor must have successfully maintained three (3) regulation length 18-hole championship golf course operations for golf courses with continual excellent playing conditions in the Eastern United States.
 4. List and submit with this RFP a minimum of three (3) professional golf or turf industry references – Golf and Turf Industry References including company name, contact name, address, e-mail address and telephone numbers. Attach additional sheets as necessary.
 5. Submit with this RFP copies of the contractor's insurance policy that meets or exceeds the requirements set forth in the Insurance Requirements section of this RFP.

THRESHOLD CRITERIA

Proposals must meet the following criteria for further consideration:

1. Meet the qualifications described in Article 8 in the **PROFESSIONAL GOLF COURSE MAINTENANCE CONTRACT MINIMUM CRITERIA** section.
2. Submission of all submittal forms and information requested.

EVALUATION CRITERIA

Proposals will be evaluated according to:

1. References from current clients. Provide a completed Proposal Qualifications Form (use Submittal Form A) in addition to the following required submissions. The Town reserves the right to contact references to further determine whether the proposed Contractor is a responsible and responsive bidder. (as defined by M.G.L. c.30B, s. 2.)

Highly advantageous: Submit three (3) but no more than five (5) letters of reference from current clients reflecting an overall positive operation of an 18-hole golf course. Submittal Form A is complete and all the information is current. References demonstrate an overall satisfaction with the Contractor. Two or more references expressly demonstrate that they would re-hire the Contractor.

Advantageous: Submit three (3) letters of references from current clients reflecting an overall positive operation of an 18-hole golf course. Submittal Form A is complete and all the information is current. References demonstrate an overall satisfaction with the Contractor.

Unacceptable: Submission of less than three (3) current client references, or one of more references that do not demonstrate a positive operation of an 18-hole golf course. Submittal Form A is not complete and the information is not current or the reference indicated they would not re-hire the Contractor.

2. References from vendors and industry professionals.

Highly advantageous: Submit greater than three (3) but no more than five (5) positive references from vendors and other industry references that have done business with the Contractor.

Advantageous: Submit three (3) positive references from vendors and other industry professionals that have done business with the Contractor.

Unacceptable: Submission of less than three (3) positive references from vendors and other industry professionals that have done business with the Contractor.

3. Experience in maintaining a first-class 18-hole public golf course. The term “first-class” shall mean a comparably sized 18-hole public golf course or private golf course that is open to the public, at which the quality of grounds maintenance and conditions of play are of at least the equivalent or better quality than that found at Widow’s Walk Golf Course. See Description of Widow’s Walk Golf Course included in this RFP.

Highly advantageous: 15 or more years of experience.

Advantageous: 10 to 14 years of experience.

Unacceptable: Less than 10 years of experience.

4. On-site staff to include a Superintendent with GCSAA & GCSANE Membership in Good Standing.

Highly advantageous: Superintendent with GCSAA & GCSANE Membership in Good Standing with a minimum 15 plus years working in the maintenance department of a golf course of which at least 10 years of work was done as a head superintendent.

Advantageous: Superintendent with GCSAA & GCSANE Membership in Good Standing with less than 10 years’ experience as a head superintendent of a golf course.

Unacceptable: Not a Member of the GCSAA & GCSANE .

5. Off-site support staffing.

Highly advantageous: Off-site staff personnel presently employed by Contractor including; Turf Agronomist, Consulting superintendent GCSAA certified and any additional support staff that can give added value to the turf quality, business operations, equipment upkeep or operations at the course. Any contractor listed must be presently under contract with the company and a copy of said contract submitted with the bid along with resumes of off- site support staff.

Advantageous: Contracted personnel with the vendor that include: Certified irrigation specialist through the GCSAA, Turf Agronomist, Consulting superintendent GCSAA certified and any additional support staff that can give added value to the turf quality, business operations, equipment upkeep or operations at the course. Any contractor listed must be presently under contract with the company and a copy of said contract submitted with the bid.

Unacceptable: Contractor does not offer off-site staffing support that is adequate to meet the enclosed requirements.

6. Written Maintenance Plan (Plan of Service)

Highly advantageous: Exceeds the scope of all work and responsibilities and includes but not limited to: descriptions of how site visits from additional personnel will be handled, chemical application program, mowing schedules, a listing of equipment that will be used at the course (further judged by the quality of this equipment), a listing of minimum staff on site and hours to be worked, any safety protocols and programs, and any work beyond the scope listed in the specification. A highly motivated advantageous rating shall be judged as a superior maintenance plan.

Advantageous: Meets scope of all work duties and responsibilities and clearly demonstrates equipment that will be used at the course (further judged by the quality of this equipment) and list additional work beyond the scope listed in the specifications.

Unacceptable: Written maintenance plan does not clearly demonstrate how the contractor will meet the scope of work listed in this specification.

7. Financial Stability - The successful bidder is expected to demonstrate that it has the financial resources to perform under any contract. Such demonstration shall be made by submitting a most recent annual independent audited financial statement according to Generally Accepted Accounting Principles (GAAP) and signed by an Independent CPA (Certified Public Accountant).

Highly Advantageous: Financial statements demonstrate long term financial stability and ability to absorb fluctuations in expense required for contract.

Advantageous: Financial statements demonstrate long-term financial stability.

Unacceptable: Financial statements demonstrate some financial instability in past.

8. Environmental Impact

Highly Advantageous: Plan of service demonstrates proven track record in minimizing environmental impact through reduced usage of water, pesticides and chemical fertilizers, experience and with new varieties of bent grass, experience with Audubon certified golf courses and clear understanding of Town of Scituate's Conservation Commission Order of Conditions, and Mass DEP requirements for permitted water management Golf Courses.

Advantageous: Plan of service demonstrates understanding of methods required to reduce environmental impact through reduced usage of water, pesticides and chemical fertilizers, knowledge of new varieties of bent grass and familiarity with Audubon certified golf courses, and reflects general understanding with the Town of Scituate's Conservation Commission Order of Conditions, and Mass DEP requirements for permitted water management for Golf Courses.

Unacceptable: Plan of service does not demonstrate any understanding of methods required to reduce environmental impact through reduced usage of water, pesticides and chemical fertilizers, reflects no experience or knowledge of new varieties of bent grasses or Audubon certified golf courses, and no understanding of Town of Scituate's Conservation Commission Order of Conditions or Mass DEP requirements for permitted water management for Golf Courses.

9. Staffing Plan

Highly Advantageous: Submission of an organizational plan showing a structured organization with clearly delineated responsibilities and identifying the maintenance firm's staff who will be assigned to maintain the Golf Course. Staffing levels must satisfy or exceed the required minimum staffing and experience levels set forth in RFP.

Advantageous: Submission of a plan identifying the maintenance firm's staff who will be

assigned to maintain the Golf Course, but not clearly indicating organizational structure or delineating responsibilities. Staffing levels satisfy the required minimum staffing and experience levels set forth in RFP.

Unacceptable: Submission of a plan which fails to identify the maintenance firm's staff who will be assigned to maintain the Golf Course, fails to show staffing levels which satisfy the required minimum staffing and experience levels set forth in RFP, or shows a poor organizational structure or delineation of responsibilities.

ARTICLE 11 – CRITERIA PRICE PROPOSAL

The highest net present value of the maintenance contract at the end of the first term to the Town of Scituate will govern the evaluation of price proposals. This analysis will be conducted by an individual(s) skilled in such matters.

ARTICLE 12 - TERM OF CONTRACT

The term of the Maintenance Contract will be for a term of three (3) years with two (2) one year renewable options at the sole discretion of the TOWN.

ARTICLE 13 -HOURS OF OPERATION

Widow's Walk Golf Course is currently open from as early as March 15 to as late as December 24 of each year.

The course is currently open daily from approximately 7:00 AM to dusk.

The Town has an unreasonable noise bylaw that restricts the use of the operation of vehicles, equipment, tools or machines used as a means of construction, maintenance, repair or demolition of a building site, building, bridge, tower or road between the hours of 8:00 p.m. and 7:00 a.m.; and engine noise during or incidental to the repair of motor vehicles between 9:00 p.m. and 7:00 a.m. on commercial premises or at any time on residential premise.

ARTICLE 14 - CONTRACTOR/TOWN RESPONSIBILITIES

The Contractor will bear cost of heat, electricity, telephone/fax and internet access for the operation of the maintenance and storage buildings. Contractor shall also be responsible for the cost of electricity and water to operate the irrigation pump and maintenance facility.

The Town will snowplow the Clubhouse parking area and public way as needed.

ARTICLE 15. TERMINATION

Any contract executed may be terminated by the Town of Scituate without cause upon providing Contractor with at least one hundred twenty (120) days prior written notice. Should either party fail to perform any of its obligations under any contract for a period thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

ARTICLE 16. FUNDING

The obligation of the Town of Scituate for payment to any Contractor is limited to the availability of funds appropriated in a current fiscal year period and continuation of the contract into subsequent fiscal years subject to appropriation of funds by town meeting, unless otherwise authorized by law.

ARTICLE 17. INTERVIEW OF PROPOSERS

Proposers may be invited in for an interview with the Town Administrator and Golf Director to discuss the details of the Non-Price Proposal at a time to be determined by the TOWN. The interview attendees must include the Superintendent with GCSAA & GCSANE Membership in Good Standing that will be onsite during the length of the contract.

DESCRIPTION OF WIDOW'S WALK GOLF COURSE

Located 26 miles south of Boston, the Widow Walk Golf Course is a beautiful 18-hole course that challenges experienced golfers. The course has views of the North River out to the Atlantic Ocean. Wildlife is abundant and the course, as the first environmental golf course and a Audubon certified course, showcases the natural landscape. The site is equipped with a driving range and has a Clubhouse with Bar and Grille. There is municipal water (well for course) and on-site septic for the Clubhouse and maintenance/storage building. The course has a fully automatic, computer controlled modified double row irrigation system.

Holes	18
Water Hazards	Yes
Grass Type	Bent and Annual Bluegrass
Year Established/Designer	Opened 1997 Designed by Michael Hurdzan
Water Source	Water drawn from well
Irrigation	Well and one (1) pond
Irrigation System	Fully automatic, computer controlled modified double row irrigation system
Yardage	6,400 yards
Par	72
Club Type	Public
Guest Policy	Open
Shop Opens	6:30 A.M.
Reservations	Yes, up to seven days in advance
Discount Packages	Yes
Cart Access	Course or cart paths
Walk Course	Yes
Metal Spikes Allowed	No
Dress Code	Proper Golf Attire

It is the desire and intent of the Town that this document reflects the general terms and conditions of an agreement to be executed that shall constitute a Professional Golf Course Maintenance Contract. The Contractor is not a lessee of the golf course, but is a Contractor for the purpose of Professional Golf Course Maintenance of the golf course, and the Contractor holds no property interest, or interest which is taxable in the real estate which makes up the golf course.

The selected Contractor will conduct business as an independent contractor under the terms of any contract. Personnel services provided by the Proposer shall be by employees of the firm and subject to supervision by the Contractor and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under any agreement shall be those of the Contractor.

MINIMUM REQUIRED PROFESSIONAL GOLF COURSE MAINTENANCE SPECIFICATIONS

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

In addition to items specified in other sections of this RFP, the Contractor shall perform its obligations in accordance with the following terms and conditions:

EQUIPMENT STORAGE:

The Proposer may keep any equipment not owned by the Town of Scituate in the storage area of the Widow's Walk Golf Course. At the termination of the contract, any equipment owned by the Contractor shall be removed from the site within fifteen (15) days of the termination date. In the event that the Contractor becomes insolvent or is relieved of the Contract for any of the reasons specified in the Contract, the Contractor owned equipment may be used by the Town of Scituate to carry out the golf course maintenance work during the remaining term of the Contract.

Use and storage of chemicals is to be in accordance with insurance requirements and the laws and regulations of the Town of Scituate, the Commonwealth of Massachusetts, and federal laws. Pesticide application requirements and all disposal of chemicals are the Contractor's cost and responsibility, and shall be performed to industry standards. The Contractor is responsible for the removal and legal disposal of all on-site chemicals, fertilizers, oils, etc. at the end of the Contract.

GOLF MAINTENANCE EQUIPMENT:

The Town of Scituate owns or leases the equipment necessary to maintain the course. A listing of current equipment is included in this RFP under Exhibit A.

The Contractor shall not use the Town-supplied golf carts for course maintenance; however, the Contractor's Superintendent may use the Town's golf carts.

MAINTENANCE OF ENTIRE COURSE:

The Contractor shall maintain the entire Golf Course in an attractive and reasonable condition, satisfactory to the Town. This includes: pruning; fertilization; grooming and watering areas in and around shrubs and flower beds; and planting of trees and shrubs furnished by the Town. It is the Contractor's responsibility to maintain drainage swales and creek banks, repair service roads and golf paths now existing or later created, such maintenance to be for the purpose of reasonable travel, safety, aesthetics, and for the prevention of washed-out areas. Non-paved golf paths shall be regularly filled and leveled with a stone dust mix, or an approved alternate to provide a smooth and level surface.

The Contractor shall be responsible for cutting, maintaining, and watering the grass, shrubbery, and any landscaping around the Clubhouse area. The Contractor will be responsible for the planting of annual flowers around the Clubhouse at the Town's expense. Contractor is responsible for daily cleaning and general upkeep of the equipment supplied by the Town. The Contractor is not responsible for maintaining the parking lot or for structural or mechanical repairs to the maintenance building or Clubhouse, but is liable for damage to the maintenance building, storage buildings and Clubhouse to the extent such damage is caused by its personnel and/or equipment. The Contractor shall directly pay for electricity, heat, telephone/fax and internet access for the operation of the maintenance/storage building(s). The Contractor will keep all areas and buildings within its control clean and presentable.

GOLF CLUB SUPPLIES:

It is the Contractor's responsibility, at its own expense, to furnish the supplies required by the Town. It is the contractor's responsibility to furnish direction markers, distance markers, litter baskets, tee signs, tee markers, hole cups, flags, flagpoles, out-of bounds markers and the general equipment for golf needs, benches, ball washers, towels for same, sand trap rakes, and the maintenance, repair, and replacement of all these items. The flags shall be replaced when stolen, faded, frayed, or in otherwise poor conditions at the Contractor's expense. Once furnished, these items become the property of the Town.

TRASH REMOVAL:

The Contractor is responsible for policing and removing all litter and rubbish daily from the golf course and to dispose of such materials from the course on a weekly basis.

WATER COOLERS

Coolers shall be replaced as needed at the Contractor's expense.

AUTOMATIC IRRIGATION SYSTEM:

The Golf Course has a fully-automated irrigation system. The Contractor shall be responsible

for “blowing-out” the system prior to risk of winter freeze-up and closing down all pump systems. Contractor shall be fully liable for any damage to the system caused by Contractor or any of its employees, agents or subcontractors. Contractor shall make and pay for normal wear repairs as are necessary to maintain the system and the pumps in an operative condition. The Contractor is not, however, liable for the cost of capital improvements or major repair to the irrigation system. The Contractor is liable for damages to the system caused by its equipment and personnel.

NON-DISCRIMINATION:

The Contractor must certify that no person, either directly or indirectly employed, or in the use of the Golf Club, shall be subject to any discriminatory action because of race, color, sex, creed or country of national origin.

MAINTENANCE BUILDING REPAIRS; MAINTENANCE OF ADJACENT AREAS AND BUILDING:

The Contractor shall not be liable for the capital improvements or maintenance of the Clubhouse/maintenance building. However, the Contractor shall be responsible for cutting, maintaining and watering the grass, shrubbery, and any landscaping around the Clubhouse area. The Contractor is not responsible for maintaining the parking lot, for structural or mechanical repairs to the maintenance building or Clubhouse, but is liable for damage to the maintenance building, storage buildings and Clubhouse to the extent such damage is caused by its personnel and/or equipment. The Contractor will keep all maintenance areas and buildings within its control clean.

EMPLOYEE BEHAVIOR AND DRESS:

All of the Contractor’s personnel must be uniformed in suitable work clothes of neat appearance. All golf course maintenance employees shall wear proper clothing including shoes that will prevent injury when using rotary equipment, protective eye wear when using trimmers, breathing masks and spray clothing for pesticide applicators. Courteous behavior by the Contractor and all of its personnel to the public will be required at all times. The Contractor will take necessary action to discipline up to and including termination of employees whose behavior is found to be unacceptable.

MATERIALS RESPONSIBILITY OF OPERATOR:

All materials and equipment such as sprays, forestry equipment, sod, grass seed, loam, sand, fertilizer, gravel, herbicide, fungicide, testing kits, etc., as mentioned anywhere in the Contract are solely the responsibility of the Contractor. The Contractor shall carefully store and keep accurate records of all hazardous materials and pesticides required to perform its obligations hereunder, in accordance with all applicable Federal, State, and Town requirements. The Contractor’s workers shall be informed and properly trained concerning required safety and

handling practices when using hazardous materials and pesticides. The Contractor shall maintain Material Safety Data Sheets (MSDS), and copies of the pesticide label, which shall be available for inspection.

OPERATOR LIABLE FOR DAMAGES:

The Contractor is liable for repairs due to any damage done to the greens, tees, and fairways through and all rough areas of the Golf Course due to acts or omissions caused by persons performing services under this contract. In addition, the Contractor is also liable for personnel and equipment mowing over sprinkler heads and damaging same. Sprinkler heads should be regularly marked to avoid damage from the Contractor's equipment and golf carts. The Contractor shall immediately repair, or cause to be repaired, any damage caused by persons performing services under this Contract at the Contractor's expense.

RIGHT TO CLOSE GOLF COURSE:

With the prior approval of the Town, the Contractor has the right to close the golf course to make repairs or because of severe weather conditions which could cause damage to the course or the safety of the public, if the course remained open.

WORK SCHEDULE:

Prior to the commencement of each golf season, the Contractor will be required to submit a detailed schedule of work to the Town Administrator, for her review and approval, as to how it proposes to complete the Contract work and maintain the Golf Course satisfactorily for play.

EVIDENCE OF FINANCIAL STABILITY

The Contractor shall be required to provide evidence of financial stability satisfactorily to the Town, demonstrating that it is in a financial position to carry on the work and to purchase and/or lease equipment prior to the commencement of the work and at any time thereafter.

COURSE REPAIRS OUTSIDE OF BASIC CONTRACT

In November of each year, the contractor shall provide the Town Administrator with a prioritized listing of repairs or alteration projects that the contractor recommends should be performed to improve the golf course. If the Town Administrator decides to undertake such projects, the Town Administrator may request the Contractor to provide a price for providing such additional work. The Town reserves the right to award repair and alteration projects to other contractors. The Contractor will cooperate with the Town, its designers and contractors in relation to any repair or alteration projects.

DESIGNEE:

The Town of Scituate Town Administrator and Golf Superintendent will enforce the terms of the contract.

No negotiations, decisions or actions shall be initiated or executed by the firm as a result of any discussions with any Town employee, board or committee. Only those communications which are in writing from the Town may be considered as a duly authorized expression on behalf of the Town. Also, only communications from firms which are signed and in writing will be recognized by the Town as duly authorized expressions on behalf of firms.

STANDARDS OF PERFORMANCE UNDER CONTRACT:

The Guidelines for Maintenance of Widow's Walk Golf Club establish the standards for the Contractor's performance required under any Contract. These standards have been developed to ensure that Widow's Walk Golf Club is maintained in a manner that is consistent with an excellent quality golf course and permits excellent quality conditions for playing the game of golf.

The Contractor may develop a course maintenance program that varies from the Guidelines in consultation with the Golf Director and Town Administrator; however the Conservation Commission Order of Conditions must be complied with.

MAINTENANCE SCHEDULE:

The Contractor shall keep daily records of activities performed by its employees, including a detailed schedule of materials, pesticides, and fertilizers applied to the course, in a uniform format agreed to by the Town Administrator, which demonstrates the Contractor's compliance with the following Guidelines for Maintenance. The Contractor, shall, upon request, provide certifications to the Town Administrator that the daily records of activities accurately reflect the services provided under any Contract.

ANNUAL CHEMICAL USAGE REPORT:

The Contractor will be required to perform testing of monitoring wells and surface samples for nitrate/nitrogen and for those chemicals which have been used on the golf course. Samples will be taken in accordance with Standard Methods for the Examination of Water and Wastewater and analyzed at a state-certified laboratory. The result shall be forwarded to the Conservation Commission and Board of Health upon receipt. The TOWN will be responsible to test once a year in the fall for nitrate/nitrogen and for only those chemicals which have been used on the course but have not been included in prior testing. The golf course superintendent will be responsible for overseeing the annual testing.

MAINTENANCE EQUIPMENT LIST

The Town is responsible for determining and supplying at its own expense required maintenance

equipment necessary to meet the terms and conditions of the Guidelines for Maintenance of Widow's Walk Golf Club as detailed in this RFP. A current inventory of equipment supplied by the Town is included in Exhibit A.

GUIDELINES FOR MAINTENANCE OF WIDOW'S WALK GOLF COURSE

SECTION 1 **GREENS**

Introduction

All putting greens and practice greens (including a five foot width of collar around these greens) shall be maintained so as to provide true and consistent putting surfaces of healthy, vigorous turf.

The periodic and timely use of fertilizer to maintain even, consistent growth and recovery from heavy play shall help to accomplish this standard. Irrigation shall be carried out to replace moisture lost by evapotranspiration and as required following turf grass maintenance practices. This irrigation shall provide for optimum growing conditions. Mowing shall be at a reasonable cutting height and frequency so as to maintain the smooth and consistent putting conditions desirable on a well maintained golf course. Top Dressing shall be applied to improve surface smoothness and allow for the proper conditions for growth for closely cut putting green and collar turf. Aeration shall take place to lessen soil compaction and as a component of regular over seeding. Preventative fungus control shall take place on a regular basis with insect and weed control on an as needed basis.

Maintenance practices shall include but not be limited to:

Mowing

Greens shall be cut on both Saturdays and Sundays, all holidays and special events and at least four other days per week. Such mowing shall occur in the early morning hours so as to not interfere with play.

Greens shall be walk mowed at all times at a height of .125".

The greens shall be at a cutting height that maintains average and consistent stimpmeter readings at a minimum of eight (8) feet. The exact height of cut and deviations from agreed upon heights are to be determined through discussions with the Town.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform the sharpening, back lapping or other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality in advance of comments by the Town.

In order to stimulate upright growth and reduce excessive steaminess, the greens are to be groomed/vertically mown twice per month in a manner and at a setting approved by the Town.

In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. The method of repair, materials used and other related items shall be discussed and approved by the Town.

Rolling

Rolling of green should be done throughout the growing season to increase ball roll and to smooth out the putting surface.

Irrigation

Irrigation shall be carried out on greens to provide adequate but not excessive soil moisture for proper turf growth – that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Care shall be taken to not soak the turf immediately prior to mowing and/or play. During dry periods, greens shall receive at least one inch of water per week.

Where sloped areas or other such micro-environments lead to dry areas, the Operator shall hand water such areas or otherwise correct the moisture deficit without merely over watering surrounding areas so as to bring dry areas to field capacity.

During periods of extreme heat and stress, light irrigation (syringing) shall be carried out to cool the turf and correct temporary water deficits. This type of irrigation shall be carried out on an as needed basis seven days per week and shall require personal attention of the Operator.

Syringing shall not take place merely by setting irrigation controllers well in advance of the syringing cycle. During periods of stress that require syringing, the Operator's key personnel shall be on the golf course performing this syringing. Impacts on play should be minimized to the degree possible.

Irrigation schedules and periods during the year when syringing may be necessary shall be reviewed with the Town.

Wetting agent program

In areas where dry spotting problems persist, these areas are to be spot treated by penetrating the surface through spiking or aeration, applying a granular or liquid wetting agent at manufacturer's recommended rate and irrigating to water in this material.

All wetting agent materials are to be applied in accordance with manufacturer's recommendations and commonly accepted practices.

Topdressing

Greens and associated close cut collar areas shall be top-dressed once per month during the active growing season commencing in April and terminating in November.

A material that meets USGA green section specifications and is approved by the Town shall be applied at the rate of one half cubic yard per 1000 square feet and brushed in. A clean up mowing shall immediately follow this Top Dressing procedure.

The Top Dressing material, dates and methods of application, the method of working the Top Dressing into the turf on greens and associated collar height cut turf and the initial mowing after application of the Top Dressing materials shall be reviewed and approved by the Town.

Aeration

Greens and associated collar height cut turf shall be aerated twice per year, once in the spring and once in the late summer/early fall, the exact timing of each to be approved by the Town. This aeration shall be carried out with a Ryan Greensaire or approved equal and the aeration plugs that are brought to the surface shall be removed from the treated areas. The treated areas shall then be top-dressed at a rate three times that discussed above for monthly topdressings. Maintenance practices/additional topdressings at appropriate rates shall be performed so that the putting surfaces have completely recovered within two weeks after aeration.

The method of aeration, the method of removal of solid cores, and the method of post aeration Top Dressing shall be approved by the Town.

Fertility-program

The greens and associated collar cutting height areas shall be fertilized sufficiently to produce continuous vigorous growth during the growing season. The following fertilizer specification is noted as a general requirement for frequency and rates of applications. Soil testing as outlined shall be used as a tool to determine the proper fertilizer to be used and the overall application rates over the course of the season. This fine tuning to the fertility program shall be approved by the Town.

Soil samples for each green and associated collar cutting height area shall be taken in accordance with standard soil testing procedures and submitted to Harris Labs or approved equal for ph and complete soil nutrient testing. Soil samples shall be taken in the early spring and late summer with the test results and lab recommendations resulting from these tests submitted to the Town by April 15th and September 15th of each season. The Operator and the Town shall evaluate these recommendations and the Operator shall follow and carry out these recommendations as approved by the Town. The ph of greens and collars shall be maintained between 6.0 – 6.3.

All fertilizer materials used on greens and associated collared cutting height areas shall be specifically recommended by their manufacturer for use on putting green turf. Such materials are to be of a quality homogenous type developed for use on fine turf grasses.

Substitutions, additions and/or deletions to this program shall be made as the result of soil test recommendations or through analysis of the growth patterns of greens and associated collars and their ability to withstand traffic and provide high quality conditions of play. The Operator shall work with the Town to fine tune the fertilizer program for greens and associated collar cutting height areas.

Fertilizer materials shall be applied and watered in accordance with manufacturer's recommendations. Additional fertilizer materials and soil amendments recommended by the soil testing lab and/or Town shall be applied in accordance with the laboratory and manufacturer's recommendations. Particular attention in this regard should be paid to non-nitrogen deficiencies.

Pesticides, Insecticides, Herbicides, & Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations. The Town shall review, approve, and if necessary, direct such applications.

Cup changing

Cups shall be moved daily with the exception of periods of light play in the spring and fall and periods of light play during extreme weather extremes.

SECTION 2 **COLLARS, EXTENDED APPROACHES AND CLOSE CUT CHIPPING AREAS**

Introduction

All collars, extended approaches, close cut chipping areas shall be maintained so as to provide continuous, vigorous growth sufficient to withstand heavy levels of play. Surfaces are to be smooth, firm and closely mown.

The periodic and timely use of fertilizer to maintain even, consistent growth and recovery from heavy play shall help to accomplish this standard. Irrigation shall be carried out to replace moisture lost by evapotranspiration and as required following turf grass maintenance practices. This irrigation shall provide for optimum growing conditions.

Mowing shall be at a reasonable cutting height, frequency and at alternating directions so as to

maintain the smooth and clean cut playing conditions desirable on these playing surfaces. Aeration shall be carried out to lessen soil compaction and cores will be broken up and dragged into the turf to act as a top-dressing to smooth surface inconsistencies. Preventative fungus control shall take place on a regular basis with insect and weed control on an as needed basis.

Maintenance practices shall include but not be limited to:

Mowing

These areas shall be cut two times per week, on Mondays and Thursdays. If inclement weather makes mowing operations unfeasible or undesirable on selected mowing days, then alternate days will be selected in order that close cut chipping areas and extended approaches are cut three days per week.

A triplex greens mower equipped with baskets shall be used for this mowing and the cutting height shall be .5". The exact cutting height and deviations from agreed upon heights to be determined through discussions with the Town.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform the sharpening, back lapping or other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality in advance of comments by the Town.

The mowing direction used to cut such areas shall be changed with each day of mowing. In any instance, these mowing patterns shall be straight line patterns with the exception of the cleanup cut and collars.

The shaping and grades of these areas will require care during mowing in order to eliminate problems with scalping. In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. This method of repair, materials used and other related items shall be discussed and approved by the Town.

The collars, close cut chipping areas and extended approaches shall be sliced/verticut as necessary to minimize thatch and grain and to maximize wettability.

Irrigation

Irrigation shall be carried out on these areas to provide adequate but not excessive soil moisture for proper turf growth – that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Care should be taken not to soak the turf immediately prior to mowing and/or play. During dry periods, close cut chipping areas and extended approaches shall receive at least one inch of water per week.

Where sloped areas or other such micro environments lead to dry areas, the Operator shall hand water such areas or otherwise correct the moisture deficit without merely over watering surrounding areas so as to bring the dry area to field capacity.

During periods of extreme heat and stress, light irrigation (syringing) shall be carried out to cool the turf and correct the temporary water deficits. This type of irrigation shall be carried out on an as needed basis seven days per week and shall require the personal attention of the Operator.

Syringing shall not take place merely by setting the irrigation controllers well in advance of the syringing cycle. During periods of stress that require syringing, the Operator's key personnel shall be on the golf course performing this syringing. Impacts on play should be minimized to the degree possible.

Irrigation schedules shall be reviewed with the Town.

Wetting agent program

In areas where dry spotting problems persist, these areas are to be spot treated by penetrating the surface through spiking or aeration, applying a granular wetting agent at manufacturer's recommended rate and irrigation to water in the material.

All wetting agent materials are to be applied in accordance with manufacturer's recommended and commonly accepted practices.

Aeration

Close cut chipping areas and extended approaches shall be aerated twice per year, once in the spring and once in the mid fall, the exact timing of each to be approved by the Town. Aeration for collar is the same as for greens.

This aeration shall be carried out with a Ryan Greensaire or approved equal and the aeration plugs that are brought to the surface shall be allowed to dry and then shall be broken up and dragged back into the turf as topdressing.

The methods of aeration, breaking up of the plugs and dragging them in shall be approved by the Town.

Fertility program

The close cut chipping areas and extended approaches shall be fertilized sufficiently to produce continuous vigorous growth during the growing season. The collars are fertilized within the same program as greens.

Soil samples for each chipping area and extended approach shall be taken at the same time as soil

samples taken from fairways. These soil samples shall be taken in accordance with standard soil testing procedures and submitted to Harbor Labs or approved equal for ph and complete soil nutrient testing. Soil samples shall be taken in the early spring with the test results and lab recommendations resulting from these tests submitted to the Town by April 15th. The Operator and the Town shall evaluate these recommendations and the Operator shall follow and carry out these recommendations as approved by the Town. The ph of chipping areas and extended approaches shall be maintained between 6.0 and 6.5.

Fertilizer materials shall be applied and watered in accordance with the manufacturer's recommendations.

Additional fertilizer materials and soil amendments recommended by the soil testing lab or Town shall be applied in accordance with the laboratory and manufacturer's recommendations. Particular attention in this regard should be paid to non-nitrogen deficiencies.

Pesticides, Insecticides, Herbicides, & Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations. Applications of appropriate insecticide and herbicide materials shall be made on close cut chipping areas and extended approaches to control pests and weeds. The Town shall review, approve, and if necessary, direct such applications.

SECTION 3 **FAIRWAYS**

Introduction

All fairways shall be maintained so as to provide continuous, vigorous growth sufficient to withstand heavy levels of play. Surfaces are to be smooth, firm and cleanly mown.

The periodic and timely use of fertilizer to maintain even, consistent growth and recovery from heavy play shall help to accomplish this standard. Irrigation shall be carried out to replace moisture lost by evapotranspiration and as required following turf grass maintenance practices. This irrigation shall provide for optimum growing conditions. Mowing shall be at a reasonable cutting height, frequency and at alternating directions so as to maintain the smooth and clean cut playing conditions desirable on these playing surfaces. Aeration shall be carried out to lessen soil compaction and cores will be broken up and dragged into the turf to act as a top-dressing to smooth the surface inconsistencies. Preventive fungus control shall take place on a regular basis with insect and weed control on an as needed basis.

Maintenance practices shall include but not be limited to:

Mowing

These areas shall be cut three times per week on Mondays, Wednesdays and Fridays. If inclement weather makes mowing operations unfeasible or undesirable on selected mowing days, then alternate days will be selected in order that fairways are cut three times per week.

A light weight mower (100 or equivalent) shall be used for this mowing and the cutting height will range from .5' to .65" depending on conditions for growth, the exact cutting height and deviations from agreed upon heights are to be determined through discussions with the Town.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform the sharpening, back lapping or other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality in advance of comments by the Town.

The mowing direction used to cut such areas shall be changed with each day of mowing. In any instance, these mowing patterns shall be straight line patterns with the exception of the cleanup cut.

The shaping and grades of certain fairway areas will require care during mowing in order to eliminate problems with scalping. In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. The method of repair, materials used and other related items shall be discussed and approved by the Town.

The fairways shall be sliced/verticut as necessary to minimize thatch and grain and to maximize wettability:

During periods of heavy growth and significant clipping accumulation, the Operator shall disperse the clipping clumps into the rough with a PTO blower mounted on a tractor.

Irrigation

Irrigation shall be carried out on fairways to provide adequate but not excessive soil moisture for proper turf growth - that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Care should be taken not to soak the turf immediately prior to mowing and/or play. During dry periods, fairways shall receive at least one inch of water per week.

Where sloped areas or other such microenvironments lead to dry areas, the Operator shall hand water such areas or otherwise correct the moisture deficit without merely over watering surrounding areas so as to bring the dry area to field capacity. Irrigation schedules shall be reviewed with the Town.

Wetting agent program

In areas where dry spotting problems persist, these areas are to be spot treated by penetrating the surface through spiking or aeration, applying a granular wetting agent at manufacturer's recommended rate and irrigating to water in the material.

All wetting agent materials are to be applied in accordance with manufacturer's recommendations and commonly accepted practices.

Wetting agents may also be applied through the irrigation system.

Aeration

Fairways are to be aerated twice per season, once in the spring and once in the mid fall, the exact timing of which to be approved by the Town.

This aeration shall be carried out with a ga60 or approved equal and the aeration plugs that are brought to the surface shall be allowed to dry and then shall be broken up and dragged back into the turf as a top-dressing.

The methods of aeration, breaking up the plugs and dragging them in shall be approved by the Town.

Fertility program

The fairways shall be fertilized sufficiently to produce continuous vigorous growth during the growing season. The following fertilizer specifications noted as a general requirement for frequency and rates of applications. Soil testing as outlined shall be used as a tool to determine the proper fertilizer to be used and the overall application rates over the course of the season. This fine tuning to the fertility program shall be approved by the Town.

Soil samples for each fairway shall be taken in accordance with standard soil testing procedures and submitted to Harris Labs or approved equal for pH and complete soil nutrient testing. Samples shall be taken in the early spring and late summer with the test results and lab recommendations resulting from these tests submitted to the Town by April 15th and September 15th each season. The Operator and the Town shall evaluate these recommendations and the Operator shall follow and carry out these recommendations as approved by the Town. The pH of fairways shall be maintained between 5.5 - 6.5.

Fertilizer materials shall be applied and watered in accordance with the manufacturer's recommendations.

Additional fertilizer materials and soil amendments recommended by the soil testing lab or Town shall be applied in accordance with the laboratory and manufacturer's recommendations. Particular attention in this regard should be paid to non-nitrogen deficiencies.

Pesticides, Insecticides, Herbicides, & Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations. The Town shall review, approve, and if necessary, direct such applications.

Regular Filling, Loaming and Seeding

Areas less than fifty (50) square feet: All depressions in the fairways and areas lacking a grass cover of an area of fifty (50) square feet or less shall be regularly filled, loamed and seeded by the Operator as part of its basic services. The Operator shall carry in their price the cost of labor that will be required to loam and seed depressions and bare spots that are fifty (50) square feet or less in size.

Areas exceeding fifty (50) square feet: The Operator shall annually provide the Town, at the commencement of the growing season, with a schedule of locations in excess of fifty (50) square feet to be filled and seeded. Upon express authorization by the Town to fill and seed areas exceeding fifty (50) feet, the Operator shall be paid its actual costs for labor and materials, plus twenty (20) percent for overhead and profit.

SECTION 4 **TEES**

Introduction

All tees shall be maintained so as to provide continuous, vigorous growth with a surface that is firm, level and closely mown. The tees are not to suffer from bare spots or hardness. Aggressive maintenance, including regular hand work, over seeding and divot repair, shall ensure continuous turf growth and cover.

The periodic and timely use of fertilizer to maintain even, vigorous growth and recovery from heavy play shall help to accomplish this standard. Irrigation shall be carried out to replace moisture lost by evapotranspiration and allow effective growing conditions. Mowing shall be at a reasonable height of cut and frequency so as to maintain the smooth and close cut conditions desirable in a well maintained golf course. Divot repair with a seed/soil mixture shall take place on a frequent basis. Preventive fungus control shall take place on a regular schedule with insect and weed control as needed.

Mowing

These areas shall be cut two times per week, on Mondays and Thursdays. If inclement weather makes mowing operations unfeasible or undesirable on selected mowing days, then alternate days will be selected in order that tees are cut three days a week.

A triplex greens mower equipped with baskets shall be used for this mowing and the cutting height shall be .5". The exact cutting height and deviations from agreed upon heights are to be determined through discussions with the Town. Mowers are to be equipped with solid rollers.

Tees shall be walk mowed during wet periods in the spring and during other excessively wet times that may arise or when stress/damage is resulting through the use of a triplex mower.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform the sharpening, backslapping or other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality in advance of comments by the Town.

The mowing direction used to such areas shall be changed with each day of mowing. In any instance, these mowing patterns shall be straight line patterns with the exception of the cleanup cut.

In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. This method of repair, materials used and other related items shall be discussed and approved by the Town.

The tee surfaces shall be sliced/verticut as necessary to minimize thatch and grain to maximize wettability.

Irrigation

Irrigation shall be carried out on tees to provide adequate but not excessive soil moisture for proper growth – that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Care should be taken not to soak the turf immediately prior to mowing and/or play. During dry periods, tees shall receive at least one inch of water per week.

Where micro-environments lead to dry areas, the Operator shall hand water such areas or otherwise correct the moisture deficit without merely over watering surrounding areas so as to bring the dry area to field capacity.

During periods of extreme heat and stress, light irrigation (syringing) shall be carried out to cool the turf and correct temporary water deficits. This type of irrigation shall be carried out on an as needed basis seven days per week and shall require the personal attention of the Operator.

Syringing shall not take place merely by setting the irrigation controllers well in advance of the syringing cycle.

During periods of stress that require syringing, the Operator's key personnel shall be on the golf course

performing this syringing. Impacts to play should be minimized to the degree possible.

Irrigation schedules shall be reviewed with the Town.

Wetting agent program

In areas where dry spotting problems persist, these areas are to be spot treated by penetrating the surface through spiking or aeration, applying a granular wetting agent at manufacturer's recommended rate and irrigating to water in this material.

All wetting agent materials are to be applied in accordance with manufacturer's recommendations and commonly accepted practices.

Topdressing

Tees are to be top-dressed two times per season. Top Dressing applications in late spring and early fall are to be carried out in conjunction with aeration and over seeding. Another Top Dressing treatment shall take place in mid-summer as weather conditions permit.

A Top Dressing material that is approved by the Town shall be applied at the rate of one half a cubic yard of material per thousand square feet and brushed in. A clean up mowing shall immediately follow this Top Dressing procedure.

The Top Dressing material, dates and methods of application, the method of working the Top Dressing into the turf on the tees and the initial mowing after application of the Top Dressing material shall be reviewed and approved by the Town.

Aeration and Over Seeding

Tees shall be aerated twice per year, once in mid spring and again in mid fall, the exact timing of each to be approved by the Town. This aeration shall be carried out with a Ryan Greensaire or approved equal.

The aeration plugs that are brought up to the surface should be allowed to dry and then shall be broken up. The tees shall then be seeded at the rate of 2 pounds per thousand square feet with a bent grass acceptable to the Town. The tee surfaces shall then be top-dressed and the aerating core material, seed and topdressings is then brushed into the existing turf. The tees shall then be maintained in a manner to maximize seed germination and seedling survival.

Fertility program

The tee surfaces shall be fertilized sufficiently to produce continuous, vigorous growth during the growing season. The following fertilizer specification is noted as a general requirement for frequency and rates of applications.

Soil testing as outlined shall be used as a tool to determine the proper fertilizer to be used and the overall application rates over the course of the season. This fine tuning to the fertility program shall be approved by the Town.

Soil samples for each tee shall be taken in accordance with standard soil testing procedures and submitted to Harris Labs or approved equal for ph and complete soil nutrient testing. Samples shall be taken in the early spring and late summer with the test results and lab recommendations resulting from these tests submitted to the Town by April 15th and September 15th each season. The Operator and the Town shall evaluate these recommendations and the Operator shall follow and carry out these recommendations as approved by the Town. The ph of fairways shall be maintained between 6.0 - 6.5.

All fertilizer materials used on tees shall be specifically recommended by their manufacturer for use on closely mown turf. Such materials are to be of a quality homogeneous type developed for use on fine turf grasses.

The fertilizer program outlined herein shall be evaluated and amended as necessary.

Divot program

Divot scars on tees are to be filled at least once per week with a seed acceptable to the Town. This seed shall be mixed into a soil mixture that is 50% sand and 50% soil and acceptable to the Town and then placed and firmed into divot scars so that is not disturbed by normal mowing operations.

Tee markers

Tee markers are to be moved on a daily basis in order to allow complete use of tee surfaces and adequate time for repair of areas damaged by play.

Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. The Town shall review, approve, and if necessary, direct such applications. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations.

In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Contractor shall be responsible for its repair by seeding/sodding

Pesticides, Insecticides, Herbicides, & Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the

Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations. The Town shall review, approve, and if necessary, direct such applications.

Flower Beds

Beds shall be edge and weeded as needed.
Mulched once a year 2"-3"

SECTION 5 **MAINTAINED ROUGHS**

Introduction

All maintained rough areas shall be maintained so as to provide continuous growth able to withstand heavy play and cart traffic. The maintained rough areas shall be kept cleanly mown with grass in an upright posture and free of excessive clipping and other debris.

Mowing

The maintained rough areas shall be cut once per week or often enough to keep the grass upright and maintained at less than a three inch height. Rough mowers are to be set at a cutting height of 2.5". The exact cutting height and deviations from agreed upon heights are to be determined through discussions with the Town.

When the clippings resulting from mowing are heavy enough to smother the turf below or are deemed undesirable in terms of pace of play and playing conditions, they are to be blown or otherwise removed to out of play areas.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform the sharpening, back lapping or other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality in advance of comments by the Town.

Where it is not practical or desirable to cut the rough with Blitzer units pulled by a large tractor or where a cleaner cut of rough is desirable i.e., immediate green surrounds, or where golf course features, i.e., mounds and bunkers, require greater flexibility and maneuverability in mowing equipment, the national unit or approved equal or hand rotaries are to be used.

The shaping and grades of certain maintained rough areas will require care in mowing in order to eliminate problems with scalping. In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. This includes areas of maintained rough that are thinned by excessive wear

created by foot and cart traffic. The method of repair, materials used and other related items shall be discussed with and approved by the Town.

Irrigation

Irrigation shall be carried out in areas of maintained rough covered by the irrigation system to provide adequate but not excessive soil moisture for proper growth that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Care should be taken not to soak the turf immediately prior to mowing and/or play. During dry periods, maintained rough covered by the irrigation system shall receive at least one inch of water per week.

Where sloped areas of maintained roughs or other such micro environments lead to dry areas, the Operator shall correct the moisture deficit without merely over watering surrounding areas so as to bring the dry area to field capacity.

Irrigation schedules shall be reviewed by the Town.

Wetting agents

In areas of maintained rough covered by the irrigation system where dry spotting problems persist, these areas are to be spot treated by penetrating the surface through aeration, applying a granular wetting agent at manufacturer's recommended rate and irrigating to water in this material.

All wetting agent materials are to be applied in accordance with manufacturer's recommendations and commonly accepted practices.

Aeration

All maintained rough areas are to be aerated once per season in the fall, the exact timing of which is to be approved by the Town.

This aeration shall be carried out with a ga60 or approved equal and the aeration plugs that are brought to the surface shall be allowed to dry, and then shall be broken up and dragged back into the turf as a topdressing.

The methods of aeration, breaking up the plugs and dragging them in shall be approved by the Town.

Aeration and over seeding

Where areas of maintained rough have been thinned due to excessive wear imposed by foot and cart traffic, these areas shall be aerated with the Ryan Greensaire, or approved equal, and over seeded with a rough grass mixture as approved and at the rate specified by the Town. The aeration cores shall then

be broken up and dragged into the turf to act as a top dressing and growing medium for the over seed.

Fertility program

The maintained rough areas shall be fertilized sufficiently to produce continuous but not excessive growth during the growing season.

Maintained roughs shall be fertilized to provide a minimum of 3 pounds of nitrogen per thousand square feet for the growing season.

Substitutions, additions and/or deletions to this program shall be made through an analysis of the growth patterns of the maintained roughs and their ability to withstand traffic and provide a dense rough turf. The Operator shall work with the Town to fine tune the fertilizer program for maintained roughs.

Fertilizer materials shall be applied and watered in according to the manufacturer's recommendations.

The ph of the maintained rough areas shall be maintained between 5.5 - 6.5.

Pesticides, Insecticides, Herbicides, & Fungicides

Applications of appropriate pesticide materials shall be made on maintained roughs to control target pests and weeds. Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state, and national regulations. The Town shall review, approve, and if necessary, direct such applications.

SECTION 6 **LOW MAINTENANCE ROUGHS**

The low maintenance rough areas play a major role in the play and aesthetic character of the golf course.

These areas are to be mown once per year at a cutting height of 4" to 6" in the fall in order to maximize encroachment of woody plants. Following this mowing, excess clippings and debris are to be removed.

As the course matures, there will be modifications to low maintenance areas due to their impact on play and traffic patterns. Some areas that have maintained with a single mowing per year will be converted to maintained rough and others that have been maintained rough will be converted maintenance/maintained roughs at the direction of the Town.

SECTION 7

BUNKERS

Raking

Sand bunkers shall be mechanically raked three times per week and foot print raked the remaining days of the week. Surface washes and other inconsistencies shall be raked daily.

The cultivating bars/fingers on the mechanical rake shall be completely removed before the machine is used in the bunkers.

The mechanical rake is to operate no closer than 3' to the edge of the bunker all around. Upon leaving the bunker, the rake attachment shall be lifted no closer than 3' to the edge of the bunker. The remaining bunker margin shall be raked by hand.

If operation of the mechanical rake, either with the cultivating bars/fingers in place or too closely to the edge of the bunker, results in contamination of the sand with soil and stones, it is the Operator's responsibility to remove contaminated sand and replace it with clean sand approved by the Town.

Weed/grass control

The sand area of the bunkers and the grass area immediately around the bunkers shall be kept free of weed growth and injurious insect activity to the satisfaction of the Town. The sand portion of the bunker shall also be kept free of grass growth.

Bunker edging

Where edging is required to maintain hazard definition, the Town will detail this edging on the ground and the manner in which this work is to be done. The Operator shall then be responsible for re-edging the bunker.

Sand replacement

Once per year in the late fall, the Operator shall check sand depths in the bunkers. Sand that has accumulated in the low area of the bunker shall be pushed back into the more sloped areas. This replacement shall serve to maintain the original consistent 4" to 6" depth of sand in the bunkers. At this time, all stones of .5" or greater shall be removed from the sand. Should additional sand be necessary to meet the consistent 4" to 6" depth, the Operator shall provide and spread the sand in the late fall. The sand shall be approved by the Town.

Fertility program

Grass in the immediate surround of bunkers shall be on the same fertility program as the maintained rough areas.

Mowing

Mowing of the immediate areas around bunkers shall be done with the piece of equipment appropriate for the job. Mowing equipment should be set at 2.5”.

Due to their shaping characteristics, many bunkers surrounds exhibit slopes and grades that do not allow the use of Blitzer units – or – when Blitzer or other inappropriately sized units are used, there is significant turf damage in the form of scalping and other mechanical damage.

In the case where mowing or other maintenance practices result in scalping or other forms of mechanical damage or turf loss, the Operator shall be responsible for its repair by seeding/sodding. The method of repair, materials used and other related items shall be discussed and approved by the Town.

SECTION 8 **Irrigation System Maintenance**

It is the Contractor’s responsibility to maintain the irrigation system. This includes: each fall to drain the irrigation system and blow out the system; each spring to reactivate the system as well as the booster pumps. Contractor shall report any such repairs as are necessary to maintain the system and the pumps in an operative condition. The Contractor is however, liable for any cost of water, or the normal wear replacement of the irrigation system. The Contractor is liable for damages to the system caused by its equipment and personnel.

SECTION 9 **Clubhouse Area**

Introduction

The clubhouse areas shall be kept cleanly mown with grass in an upright posture and free of excessive clipping and other debris.

Mowing

The Clubhouse area shall be cut once per week or often enough to keep the grass upright and maintained at less than a three inch height. Push mowers are to be set at a cutting height of 2.5". The exact cutting height and deviations from agreed upon heights are to be determined through discussions with the Town.

The clippings resulting from mowing are to be collected.

If the quality of cut is not to the satisfaction of the Town, the Operator shall, at the direction of the Town, perform a sharpening, other repairs or adjustments necessary to achieve a clean cut. The Operator shall pay particular attention to the condition of his mowers and the resultant cutting quality

in advance of comments by the Town.

Irrigation

Irrigation shall be carried out around the Clubhouse areas covered by the irrigation system to provide adequate but not excessive soil moisture for proper growth – that is to replace moisture lost through evapotranspiration and as required following specific maintenance practices.

Irrigation schedules shall be reviewed by the Town.

Aeration

The Clubhouse/Pavilion areas are to be aerated once per season in the fall, the exact timing of which is to be approved by the Town.

This aeration shall be carried out with a ga60 or approved equal and the aeration plugs that are brought to the surface shall be allowed to dry, and then shall be broken up and dragged back into the turf as a topdressing.

The methods of aeration, breaking up the plugs and dragging them in shall be approved by the Town.

Fertility program

The Clubhouse area shall be fertilized sufficiently to produce continuous but not excessive growth during the growing season.

The Clubhouse area shall be fertilized to provide a minimum of three (3) pounds of nitrogen per thousand square feet for the growing season.

Fertilizer materials shall be applied and watered in according to the manufacturer's recommendations.

Pesticides, Insecticides, Herbicides, & Fungicides

Pesticides, fungicides, herbicides, and insecticides are to be applied on a curative basis. Chemicals must be chosen that are approved for Zone II. No pesticide can be applied in Zone 1 which is the Driving Range. Any preventative measures must be discussed and approved by the Golf Director. These pesticide materials shall be applied in accordance with the manufacturer's standard recommendations and in accordance with local, state and national regulations. The Town shall review, approve, and if necessary, direct such applications.

Plantings

Three annual plantings shall be done around the clubhouse area.

The Town shall review, approve, and if necessary, direct such applications.
Edging and weeding will be done as needed to keep a clean and neat appearance.
New mulch will be added annually in the spring on all beds and around all trees.

Driving Range Mowing and Maintenance

The driving range is closed on Wednesdays, so appropriate maintenance shall be performed by the Contractor on that day.

The grass teeing area shall be maintained on the fairway mowing schedule and cutting height.

Tee surround shall be maintained on the maintained rough schedule and cutting height. Range balls must be removed before mowing.

The Range edges shall be done on an as-needed basis. Grassy edges shall be mowed at a 5" cutting height. Trees and shrubs should be pruned so as not to interfere with reasonable golf ball retrieval.

Divot scars on the range tee are to be filled and seeded once per week.

Range mats shall be secured to asphalt teeing area and stored for the off-season period.

**TOWN OF SCITUATE, MASSACHUSETTS
NON-PRICE BID FORM**

PESTICIDE APPLICATOR LICENSE REQUIREMENT

Proposer must attach a copy of valid pesticide applicator's license for an employee of the Proposer's company and who will be employed at Widow's Walk Golf Course.

Submittal Form A

TOWN OF SCITUATE, MASSACHUSETTS NON-PRICE BID FORM

PROPOSER QUALIFICATIONS FORM

All Proposers must fill in these items completely. Include as many attachments and any other relevant or supplementary material that may assist in the evaluation of the qualifications of the Proposer.

Name of Proposer _____

Address _____

Telephone _____

1. References

The Proposer must list at least three (3) golf industry references. In submitting this form, Proposer authorizes the Town to contact listed references for recommendation.

Name/Address/Telephone

Type of References

1.

2.

3.

4.

5.

2. Additional References

3. Bank references(s) and source and amount of credit line

4. Number of permanently employed individuals in your organization: _____

5. Number of additional employee contemplated for this work: _____

6. Length of time company has been in business: _____

7. Number of employee(s) required to be utilized at Widow's Walk Golf Course for the completion of the scope of services of the Professional Golf Course Maintenance Contract (stated in full time equivalent). Show for each month of the year.

**Submittal
Form B**

**TOWN OF
SCITUATE,
MASSACHUSETTS
NON-PRICE BID
FORM**

**PROPOSER
EXPERIENCE**

1. Proposer must have a history of having successfully maintained a minimum of three (3) regulation length 18-hole championship golf course operations with continual excellent playing conditions in the eastern United States.

2. Please list all golf courses that the company is responsible for maintaining presently or in the past fifteen (15) years.

Course:

Address:

Weekday Green Fee: _____
Weekend Green Fee: _____
Contact: _____
Contact Phone: _____
Contact E-mail: _____
Term of Involvement: _____
Number of Holes: _____
Rounds Per Year: _____
Description of Irrigation System: _____

Course:

Address:

Weekday Green Fee:

Weekend Green Fee:

Contact:

Contact Phone:

Contact E-mail:

Term of Involvement:

Number of Holes:

Rounds Per Year: _____
Description of Irrigation
System: _____

Course:

Address:

Weekday Green Fee:

Weekend Green Fee:

Contact:

Contact Phone:

Contact E-mail:

Term of Involvement:

Number of Holes:

Rounds Per Year: _____
Description of Irrigation
System: _____

Number of Holes:

Rounds Per Year:

Course:

Description of Irrigation

System:

Address:

Weekday Green Fee:

Weekend Green Fee:

Contact:

Contact Phone:

Contact E-mail:

Term of Involvement:

Please use additional sheets as needed.

**TOWN OF
SCITUATE,
MASSACHUSETTS
NON-PRICE BID
FORM**

**CERTIFICATION
OF PAYMENT OF
TAXES**

I hereby
certify that all
employee
withholding taxes and
other taxes and tax
returns due the
Commonwealth of
Massachusetts have
been paid and filed
by

_____ as
required by law.

Signed under
the pains and
penalties of perjury.

_____ Company

By:_____

_____ Title

**TOWN OF SCITUATE, MASSACHUSETTS
NON-PRICE BID FORM**

CERTIFICATE AS TO CORPORATE PROPOSER

I,_____, certify that I am the

_____ of the corporation named as Proposer in the
Price
Proposal Form and that _____, who
signed the
Price Proposal Form on behalf of the Proposer, was then the

_____ of said corporation, that I know his signature, that
his
signature thereto is genuine, and that the Price Proposal Form was duly signed,
sealed,
and executed for and in behalf of said corporation by authority of its governing body.

Corporate Seal

Clerk

Date

**TOWN OF
SCITUATE,
MASSACHUSETTS
NON-PRICE BID
FORM**

**Certificate of Non-
Collusion**

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

(Date)

(Signature)

(Printed name of person signing bid)

(Name of business)

(Business Address)

(Business phone number)

**TOWN OF SCITUATE, MASSACHUSETTS
NON-PRICE BID FORM**

REAP Certificate

The Department of Revenue under the provisions of the Revenue Enforcement and Protection Program has directed the Town to have each provider of goods, services or real estate receiving \$5,000 or more signs the attestation clause below:

Pursuant to M.G.L. Ch. 62C, Sec. 49A, and M.G.L. Ch. 151A, Sec 19A,
I, _____, authorized

Signatory for _____, with

Principal place of business at _____

_____do hereby
certify under the penalties of perjury that _____

_____, to my best knowledge and belief, has filed all state returns, has paid all state taxes required under law, has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions, and has complied with all laws of the

Commonwealth
relating to taxes,
reporting of
employees and
contractors,
withholding and
remitting child
support.

The Business
Organization Social
Security number or
Federal Identification
No. is

Signed under the
penalties of perjury
this

_ day of

_____ 2014.

Typed or Printed
Name and Title of
Corporate Officer

This statement should
be signed and either a
Social Security
Number or Federal
Identification
Number should be
included.

Under State Law, any
person failing to
execute the
attestation clause
shall not be allowed
by any municipality
in Massachusetts to
extend or renew a
Contract.

**TOWN OF
SCITUATE,
MASSACHUSETTS
PRICE PROPOSAL
FORM**

The
Undersigned, as
Proposer, herein
referred to as singular
and masculine,
declares as follows:

- Ities attendant upon its execution, and the accuracy of this Proposal;
2. He understands that all Proposals shall remain open ninety (90) calendar days after the actual date of the Proposal opening.

The undersigned further agrees that he shall commence work under the Contract on the date specified in this RFP subject to contract execution and shall perform the Contract and furnish all labor and materials sufficient to perform the Contract in its entirety in the manner and under the conditions required.

1. He has
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**TOWN OF
SCITUATE,
MASSACHUSETTS
PRICE PROPOSAL
BID FORM**

Written

\$ _____ Year Three

_____ Amount

Written

(Hereafter
“CONTRACTOR”)
hereby proposes to
provide Professional
Golf Course
Maintenance to
WIDOW’S WALK
GOLF COURSE
pursuant to the terms
and conditions
outlined in this RFP.

Optional additional years two (2) priced annually as a percentage increase from the previous year. The Town reserves the sole discretion as to acceptance of option extension years four and five. The determination of option acceptance will be made within three months of the termination date of the current year.

_____ % Year Four

_____ % Year Five

**1. BASE
PRICE**

The CONTRACTOR
proposes to provide
Professional Golf
Course Maintenance
to WIDOW’S WALK
GOLF COURSE for
a rate of:

**DO NOT INCLUDE THIS SHEET IN YOUR NON-PRICE
PORTION OF THE PROPOSAL**

\$ _____
_____ Y
ear One

_____ Amount
Written

\$ _____
_____ Y
ear Two

_____ Amount

INSURANCE REQUIREMENTS

The Contractor covenants and agrees that it will indemnify and hold harmless the Town and all if its officer, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, loss, damage, cost, charge or expense, arising out of any act, action, neglect or omission by the Contractor, whether direct or indirect, or whether to any person or property to which the Town or said parties may be subject, except that neither the Contractor nor any of its subcontractor will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the Town or any of its officers, agents or employees.

The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms and conditions of any

agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the Town of Scituate Town Administrator.

The Town of Scituate shall be listed as an additional insured on all insurance policies required there under. All subcontractors or contract service firms utilized by the successful bidder must maintain the same insurance coverages as specified.

PROFESSIONAL LIABILITY (where applicable) \$1,000,000

A. Workers' Compensation Insurance: covering all employees and providing benefits as required by statute. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Public Liability Insurance: Comprehensive General Liability Insurance using the revised Insurance Services Offices (ISO) 1986 Simplified Form (or its equivalent).

Limits should be no less than as follows:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal Liability	\$50,000
Medical payments	\$5,000
Employee Benefits Liability	\$1,000,000
Herbicide/Pesticide Applicators Liability	\$1,000,000

C. Automobile Liability Insurance

Bodily Injury/Property Damage	\$1,000,000 C.S.L. (Combined Single Limit)
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D. Umbrella/Excess Liability Policy

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Self-Insured Retention	\$10,000

EXHIBIT B

EQUIPMENT LIST – WIDOW'S WALK

- 2-Fairway mowers, Toro 5410, LF3400
- 1-Trim Mower, Toro Sidewinder
- 1-Rough Mower, Jacobsen AR 5
- 2-triplex mowers, Toro 3150 3WD
- 5 Walk Behind greens mowers – Toro GM 1000
- 1 Walk Behind Mower – Jacobsen 526
- 1 Spray Rig – Toro 1250
- 1 Spray Rig for brush/weed control Toro 1100
- 2 Cushman heavy duty utility vehicles
- 5 light duty utility vehicles – Club Car Turf2 (4), EZ Go (1)
- 2 light duty electric utility vehicles Club Car Turf1
- 1 Top-Dresser- Turfco 1530
- 2 Walk-Behind Aerators Toro 648 (one used for greens, one used for tees/fairways)
- 1 Walk-Behind aerator- Toro Greensair
- 1 Tractor – John Deere 5210
- 1 Spreader – Lely
- 2 Walk-Behind Spreaders
- 1 Front deck rough mower – Jacobsen Turf Cat
- 1 Bunker Rake – Toro Sand Pro
- 1 Blower – Agrimet PTO driven
- 1 Blower – Little Wonder
- 1 Blower – Buffalo Turbine
- 1 Graden
- 1 Deep Tine Aerator – Verti-Drain
- 1 Compressor
- Grinders – Foley Spin and Foley Bedknife
- 1 drag brush
- 1 MIG Welder
- Toro E-Osmac irrigation control system
- 3 Handheld radios for irrigation control

For additional
information or
questions please
contact Patricia A.
Vinchesi, Town
Administrator at
(781-545-8741) or at
[pvinchesi@scituate
a.gov](mailto:pvinchesi@scituate.ma.gov).

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ditions Massachusetts Wetlands
Protection Act G.L. c.131, 140

From the Scituate Conservation Commission

Issuing Authority

TO R.H. Agnew, Town Administrator
(Name of person making request)
Town Hall
Address Scituate, MA 02066

Town of Scituate
(Name of property owner)
Town Hall
Address Scituate, MA 02066

This Order is issued and delivered as follows:

X by hand delivery to person making request on June 22, 1995 (date)
D by certified mail, return receipt requested on----- (date)

This project is located at off Driftway Road

The property is recorded at the Registry of Deeds, Plymouth
Book _____ Page _____

Certificate (if registered) _____
The Notice of Intent for this project was filed on April 11, 1995 (date)
The public hearing was closed on May 24, 1995 (date)

Findings

The Commission has reviewed the above-referenced Notice of Intent and plans and has held a public hearing on the project. Based on the information available to the Commission at this time, the Commission has determined that the area on which the proposed work is to be done is significant to the following interests in accordance with the provisions of the Significance set forth in the regulations for each Area Subject to Protection under the Act (check as appropriate);

X Public water supply	X Flood Control	0 Land containing shell fish
Private water supply	Storm damage prevention	X Fisheries
X Ground water supply	X Prevention of pollution	
	X Protection of Wildlife Habitat	

Total Filing Fee Submitted ----- State Share -----
(j. fee in excess of \$25)

FEE WAIVED/ ~~TOWN PROJECT~~

C-H-y/Town Share _____

Total Refund Due \$ ----- City/Town Portion \$ ----- State Portion \$ -----
(if total)

Therefore, the Commission hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the regulations, to protect those interests checked above. The Commission orders that all the work shall be performed in accordance with the said conditions and with the Notice of Intent references above. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

General Conditions

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - (a) the work is a maintenance dredging project as provided for in the Act; or
 - (b) the time for completion has been extended to a specified date more than three years; but less than five years, from the date of issuance and both that date and the special circumstances warranting the extended time period are set forth in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.
7. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Final order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Commission on the form at the end of this Order prior to the commencement of the work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in the size bearing the words, "Massachusetts Department of Environmental Protection, File Number 68-958 "
10. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.

10.99: continued

11. Upon completion of the work described herein, the Applicant shall forthwith request in writing that a Certificate of Compliance be issued stating that the work has been satisfactorily completed.
12. The work shall conform to the following plans and special conditions:

Plans:

Total	Dated	Signed and Stamped by:	on file with:
Site Plan/ Fig #8	<u>4/28/94</u>	William L. Burbank, RLA	<u>Commission</u>
<u>D'Illi.naRe Plan /</u> <u>Fig #31</u>	<u>4/30/95</u>	<u>"</u>	<u>"</u>
<u>Erosion Control</u> <u>Plan /Fig. pZ</u>	<u>3/30/95</u>	<u>"</u>	<u>"</u>
List of Fi2ures/ <u>1-3NOI</u>	<u>4/11/95</u>	<u>"</u>	<u>"</u>

Special Conditions (Use additional paper if necessary)

Definition of Applicant: The Board of Selectmen or their designated representative for the Widow's Walk Golf Course. The name, address, and all telephone numbers shall be provided to the Commission.

Scituate Specials

13. This Order of Conditions indicates compliance with Chapter 131 s40 of the General Laws of the Commonwealth of Massachusetts (the Wetlands Protection Act) and Chapter 19 of the Town of Scituate Code of Bylaws (the Town of Scituate Wetlands Protection Bylaw) and shall not be interpreted as indicating the Commission's approval of any filing under Chapter 14 s470 of the Town of Scituate Code of Bylaws (the Town of Scituate Floodplain and Watershed Protection District Bylaw) or any other Bylaw or State or Federal Statute.

10.99: continued

14. Prior to the start of work at the site, or within three (3) weeks of the date of issue of this Order, whichever comes first, this Order of Conditions with Appendices and Mylars of the referenced plans shall be recorded at the Registry of Deeds as noted in Scituate Standard condition #8 and in compliance with condition 1114. Failure to comply with this Order shall be deemed cause to revoke this Order of Conditions.
15. This Order is to be reviewed by the supervising professionals with the Conservation Agent prior to implementation in order to avoid any conflict in interpretation.

(' IS -, The provisions of this Order shall apply to and be binding on the applicant, his employees and all successors and assigns in interest or control of the property described in the Notice of Intent and the accompanying plans. In addition to this Order being recorded pursuant to Scituate Standard condition 1113, reference to this Order shall be made in all subsequent deeds of the property and in all deeds of any lots subdivided from the property whether issued prior to or subsequent to the issuance of this Order.

When ownership, title or control of this property transfers from one party to another, the existing owners of the property shall explicitly inform the successor(s) in control or interest of the existence of this Order of Conditions. Once aware of the Order the

10.99: continued

successor(s) shall notify the Commission of the transfer of ownership and/or control, stating that the he/they have received, read and understood the Order. Notification to the Scituate Conservation Commission shall be given within ninety (90) days of the date of transfer of ownership, control or interest.

18. Failure to comply with all conditions herein, and with all related statutes and other regulatory measures shall be deemed cause to revoke or modify this Order.
19. This Order conditions the work described in the Notice of Intent and the plans referenced herein. No other work outside the scope of these areas is authorized. Any and all additional work or changes within an area subject to the jurisdiction of the Commission, not shown on the approved plans requires a submittal to the Commission for approval. If the Commission deems it necessary, it reserves the Right to require either a request for an Amended Order of Condition or a new Notice of Intent. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
20. Any errors found in the plans or information submitted by the applicant shall be considered as changes and will require submission of corrected plans for approval by the Commission.
21. Members and Agents of the Conservation Commission shall have the right to enter and inspect the premises to evaluate and ensure compliance with the conditions and performance standards stated in this Order, the Act, 310 CMR 10.00 and Chapter 19 of the Town of Scituate General By-law, and may acquire any information, measurements, photographs, observations and/or materials or may require the submittal of any data or information deemed necessary by this Commission for that evaluation.
22. Prior to the start of work, the Applicant shall inform the Commission in writing of the names, addresses, business and home phone numbers of both the project supervisor(s) who will be responsible for assuring on site compliance with this Order, and his/her alternates.
23. A sequence of Construction shall be submitted to and approved by the Commission in order that appropriate monitoring of the project may take place.
24. This document shall be included in all construction specifications dealing with the work proposed and shall supersede other contract requirements.
25. During the construction for this project, an on-site foreman, directing engineer or a designated construction manager shall have a copy of this Order and the plans referenced herein at the site, shall familiarize him/herself with the conditions of this permit, and shall adhere to said conditions. The excavating subcontractor shall also have a copy of this Order at the site, shall familiarize himself/herself with the conditions of this permit, and shall adhere to said conditions.
26. The Commission shall be notified in writing seven (7) days in advance of the start of construction under this Order.
27. Failure to post a sign as required in Standard Order #9 will result in the issuance of a stop work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree and shall be placed so that it is clearly visible from a public right of way.
28. Any field changes found to be necessary, including compliance with directives of the Building Inspector or Board of Health shall be considered as changes and shall require the approval of the Commission.

29. The Commission reserves the right to call job meetings with the Applicant or his successors in assign or control when necessary to relate concerns regarding work performed under this Order.
30. If any unforeseen problem(s) occurs during construction which affects any of the statutory interests of the Wetlands Protection Act, upon discovery, the Conservation Commission, or its agent, shall notify the developer immediately and an immediate meeting shall be held between the Commission (or its agent), the developer, and other concerned parties to determine the correct measures to be employed to cure the problem(s). The developer shall then act to correct the problem(s) using the corrective measures agreed upon.
31. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.
32. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply, and has so notified the applicant in writing.
33. The Applicant shall be responsible for continuously maintaining the wetlands delineation flagging on the entire site until the issuance of a Certificate of Compliance.
- (34:-) The Applicant shall provide, as proposed in the cover letters submitted with the Notice of Intent and Special Permit Application, passive and winter recreational use of the golf course such as nature trails, walking paths, sledding areas, etc.

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The Applicant shall submit a copy of the application for a Water With draw al

- Permit and a copy of the permit when secured.
- Notification of the disposal site for construction debris and stumps shall be submitted to the Commission.
- Location of any on site composting area shall be submitted to the Commission for its approval.
- After the project is completed and before a Certificate of Compliance is issued, a written statement that all work completed has been done in conformance with the approved plans and this Order shall be provided. It shall be signed and stamped by a Registered Professional Engineer and include the date the inspection was made. This request shall be accompanied by a certified copy of the Order as recorded at the Registry of Deeds with the appropriate recording information.
- Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.

Preconstruction Stage

- 40. The Applicant shall submit final Construction Documents for review and approval by the Commission. At a minimum, the submission shall include the following:
 - Grading & Erosion Control Plans (in compliance with the Order of Conditions) which will ensure that erosion and siltation of undisturbed and expanded resource areas do not occur. The Conservation Commission Agent or the designated representative may review all erosion and sedimentation control prior to the start-up of construction.
 - A final Permitted Set of Construction Plans for all structures related to the golf

course shall be submitted to the Conservation Commission.

Revegetation Plans that define areas of the site which will be treated as follows:

Seeded, including Test Plots

Transplanted with existing on-site plant materials; and

Overall Planting Plan which keys Plant Species from Plant Palette submitted by Abbellire Inc. on May 31, 1995 from Wildlife Value targeted to specific resource areas.

Burning will not be allowed as an option for weed control. However, prescribed burning may be used as a vegetative management tool to increase the sandplain grassland habitat if all appropriate permits were obtained.

Drainage Plans and all related details which define the collection of the limited stormwater into drain inlets within areas between golf holes and underdrain tile below golf tees and greens which will be discharge within expanded resource buffers; and

Once the Construction Documents have been reviewed and approved, a full set will constitute, and be clearly marked and dated as "Approved Documents," which will be the basis for all construction and subsequent on-site operations.

41. The Applicant shall include in the project's Construction Documents the Order of Conditions and all other approvals and permits from local, state, and federal agencies having jurisdiction over the project, including the Scituate Planning Board's Special Permit Conditions.
42. The Applicant shall provide a letter defining an annual budget commitment for Commission's on-site periodic construction monitoring, as well as the vital revegetation monitoring. On-site monitoring by a wetlands scientist approved by the Commission shall include a minimum of one site visit per quarter, field reporting, and meeting with the Commission after each field reconnaissance. If the on-site monitoring were to establish additional requirements to protect the interests of the undisturbed and/or expanded resource areas, the Commission shall notify the Contractor and the Board of Selectmen in accordance with the provisions of this Order of Conditions.
43. The Applicant shall provide a Work Schedule for the project and submit monthly updates of the construction, including all proposed schedule changes, to the Commission.
44. Prior to the Pre-Construction Conference, the Applicant shall provide centerline staking of fairways and the limit of primary/secondary rough alignments. The staking shall be reviewed by the Conservation Agent or designated representative for compliance with the Preliminary Plans (filed with the NOI) and approved Construction Documents.
45. Prior to construction start-up, the Applicant shall provide on-site flagging of existing transplantable vegetation located within fairway and rough construction and a written description of areas within the site where transplantation is scheduled to occur (see Condition 40 above).

Erosion and Sedimentation Control

46. Sedimentation and erosion control barriers shall consist of siltation fencing and staked haybales. These barriers shall remain in place until disturbed areas have been stabilized (with vegetation or other appropriate means) sufficiently to prevent erosion and/or until there is no longer any turbidity in the ponds, streams or wetlands. Upon successful establishment of the vegetative ground covers the siltation fencing and haybales shall be removed and disposed of properly. Prior to their removal an inspection shall be made, at the Applicant's request, by the Commission. Accumulated

sediments shall be removed

47. Placement of erosion controls shall be directed at the site by the project manager in order to accomplish maximum control of the products of erosion and to ensure that no eroded materials will reach wetlands resource areas. Haybales must be staked and entrenched for maximum control. Silt fence shall be of sufficient porosity to pass detained water without allowing suspended sediments to pass through. Choice of suitable fence materials shall be based on the design specifications listed by various manufacturers.
48. The Applicant shall have on hand a reserve supply of haybales, stakes and filter fencing to be used for emergency situations only. The Applicant shall immediately control any erosion problems that occur on the site and shall immediately notify the Commission of the same. Any additional erosion and sedimentation controls found to be necessary by either the Applicant or the Commission during construction shall be implemented by the Applicant, with the approval of the Commission.
49. The Commission reserves the right to require additional protective measures for wetlands resources based on observations made at any site visits, in monitoring reports or recommendations made by the Applicant, DEP, the Army Corps of Engineers or EPA which indicate the need for those measures.
50. The Applicant shall designate an erosion control monitor to oversee the emergency placement of control devices. The name and phone number(s) of the monitor must be provided to the Commission in the event that this person has to be contacted regarding an emergency at the site; this shall include any 24 hour period, including weekends. This person shall be given authority to stop construction for erosion control purposes. The monitor will be required to inspect all such devices and oversee their cleaning and the proper disposal of waste products.
51. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls shall be inspected at this time, and maintained or reinforced as necessary.

Construction Stage

52. The Applicant shall provide the Commission with copies of typed minutes from field reports and regularly scheduled project construction meetings minutes.

53. The Applicant shall notify the Conservation Agent a minimum of 48 hours in advance of finish excavation/grading of the following resource areas:
- Dens Pond and Proposed Vernal Pool Habitat;
- Willow Corridor and Maple Hollow, particularly over boardwalk pier construction.
- Hatherly Pond Margin and Sluiceway Extension.
54. The Applicant shall notify the Conservation Agent a minimum of 48 hours in advance of the start-up of placement of the Open Bottom Box Culvert.
55. Upon completion of the finish grading, additional siltation fabric and other erosion control provisions outlined within this Order shall be placed to protect grow-in vegetation. The erosion controls shall be protected and maintained in place until the Commission authorizes the appropriate removal.
56. The process of transplantation of existing on-site trees, herbaceous vegetation, and ground covers shall include the necessary watering, designated temporary nursery holding area(s), protection, and monitoring to increase success of transplantation.

57. Revegetation of disturbed and new resource and buffer areas shall be completed in a phased commitment over a five year period. The priority of revegetation shall be as follows:

Year One (1996)

Seeding of golf play zones, including primary and secondary rough;

Transplanting native trees, shrub, moss, and coastal health as per Commission approved Revegetation Construction Plans;

Dens Pond's new marsh/bog transition zones, including the new vernal pool habitat;

Hatherly Pond new marsh shelves graded as part of the Hole #18 construction and the Spiraea Basins area;

Seeding with native grass as well as planting of native trees and grasses in all other resource areas disturbed for site grading required to complete the project as defined on approved Construction Plans and Specifications,

Year Two (1997)

Dens Pond Margin along golf Holes #4 and #15;

Island and causeway at Hatherly Pond;

Becalming Basin at top of Willow Corridor; and

Resource Buffer Areas along golf Holes #3 and #17 at Hatherly Pond.

Year Three (1998)

Buffer Area of Hatherly Pond Resource Area;

Buffer Areas of new Sluiceway near golf Holes #3, #16, and #17; and

Supplemental plantings required by monitoring review.

Year Four (1999)

Specific tree and herbaceous form vegetation used to supplement initial (Years One and Two) to accomplish goals (i.e. reinforce barriers for "No Ball Retrieval" zones or of educational value; and

Supplemental revegetation required by monitoring review.

Year Five (2000)

Supplemental revegetation required by monitoring review.

58. All cart paths within existing and proposed resources areas shall be compacted stone dust except where final slopes exceed 10% where bituminous concrete shall be permitted.
59. The Applicant shall provide a complete set of mylar transparencies of As-Built Plans for each resource area and the approved wetland crossings which meet or exceed the performance standards. The As-Built Plans shall include description of elevations, materials, and general location, and signed, sealed and dated by a Massachusetts Registered Land Surveyor.

The Applicant shall meet the standards defined in Turf Management Plan by Dr. Michael Hurdzan, Appendix B, Volume 2 of 2 of the Notice of Intent/Special Permit filings (April 18, 1995). Further, the Applicant shall provide to the Commission a schedule of applications of all fertilizers, pesticides, and herbicides including dates, quantities, and a plan showing where the applications were made (refer to Special Permit Condition issued by the Scituate Planning Board and Special permit filing/Val. 1 and 2).

61.

The Applicant shall provide water quality monitoring of the public water supply at Well 18A in compliance with Mr. Donald Reed's April 2, 1995 letter to Mr. Richard Agnew, appendix G, Volume 2 of 2 of the Notice of Intent/Special Permit filing (April 18, 1995). Copies of all testing of existing observation wells shall be provided to the Commission.

62.

The Commission shall consider phased Certificate(s) of Compliance for separate elements/areas of the project. The Applicant shall notify the commission when any one of the following areas are to be reviewed for consideration of Compliance.

The golf play zones outside the resource and buffer areas;

The Spiraea Basins Resource Area;

The Phragmites Bowl Resource Area;

The Hollow Resource Area;

The Sluiceways Resource Area;

The Willow Corridor Resource Area;

The Cottonwood Dens Resource Area;

Hatherly Pond Resource Area

The Applicant shall meet all requirements set by the Scituate Board of Health and Scituate Fire Department regarding the storage of fossil fuels and storage of construction equipment, vehicles and chemical compounds during the entire period of construction through the issuance of the Certificate of Compliance for the golf play zones outside the resource area (62 above), and as long as a golf course is permitted on the Driftway site.

Post Compliance Stage

64. The Applicant shall continue to provide the appropriate commitment from the Operational Budget of the Widow's Walk golf course to meet the Commission's on-site monitoring requirements. Commencing the day following a total project compliance and continuing for a period of ten (10) years, funding shall pay for on-site monitoring consisting of semi-annual site visits, photography, site reports, and follow-up consultation with, and for, the Commission.
65. The Commission encourages the Applicant to bring to the attention of the Commission all new and more environmentally sensitive components under consideration as part of the turf management plan for Widow's Walk (Appendix B, Turf Management Plan, page 9). the Commission shall require review and approval of such changes in compounds prior to their use on-site.
66. The following conditions shall outlast this Order of Conditions and run with the Title to the property, nos. 16, 17, 34, 37, 60, 61, 63, 64 and 65.

10.99: continued

Issued by the Town of Scituate

Conservation

Signature(s) Thomas M. Sullivan

Richard E. Eblen
Robert A. Eblen

This Order must be signed by a majority of the
Conservation Commission.

On this 21st day of June, 19 95,
before me personally appeared the above,
to me known to be the person described in and who executed, the
foregoing instrument, and acknowledged that he/she executed the

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and deed

Notary Public Elinor M. Foley

9/9/99

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The applicant, the owner, any person aggrieved by this Order, any
owner of land abutting the land upon which the proposed work is to be
done, or any ten residents of the city or town in which such land is
located, are hereby notified of their right to request the Department of
Environmental Protection to issue a Superceding Order, providing the
request is made by
certified mail or hand delivery to the Department with the appropriate
filing fee and Fee Transmittal Form as provided in 310 CMR. 10.03(7)
within ten days from the date of issuance or this determination. A copy
of the request shall at the same time be sent by certified mail or hand
delivery to the Conservation Commission and the applicant.

Detachment, dotted line and abutting to the "00m" is "0" - " "-----
--- prior to
commencement of work

To the Scituate Conservation Commission
Issuing Authority

Issued

Please be advised that the Order of Conditions for the project at Wldov.r's
Walk Golf Course

Fne Number- SS-958 ha.EO been recorded at the Registry of Deeds •
Plymouth and

has been noted in the cha_1.n of title of the af".feclied property in a.cco:rdance
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Co-ndition 8 on _____ i9

If recorded land the instr.Ltment number which identifies this transactioTl. _____
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Signature

Applica:nt -----

